

**Terms and Conditions**

Relation to Provision of Exhibition Space at indoor and outdoor exhibitions

**1 INTERPRETATION**

1.1 In these Conditions:

"EXHIBITOR"	means the person, firm or company who accepts a quotation for the provision of exhibition space;
"COMPANY"	means Warners Group Publications Plc;
"CONDITIONS"	means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Exhibitor;
"CONTRACT"	means the contract between the Company and the Exhibitor in accordance with these terms and conditions ;
"WRITING"	includes telex cable, facsimile transmission and comparable means of communication.

1.2 Any reference in these conditions to any provision of statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 References in these conditions to "he" shall be deemed to include "she" and references to the singular shall be deemed to include the plural and vice versa. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.4 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.5 These Conditions are drafted to govern contracts for the provision of indoor and outdoor space at exhibitions. The terms should therefore be interpreted and applied accordingly depending upon the nature of any particular exhibition.

1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.7 A reference to a party includes its personal representatives, successors or permitted assigns.

**2 BASIS OF CONTRACT**

2.1 The Exhibitor's order constitutes an offer to the Exhibitor to reserve the exhibition space from the Company in accordance with these Conditions.

2.2 An order shall only be deemed to be accepted when the Company issues an order confirmation.

2.3 The Company has absolute discretion in deciding whether or not to accept an order for exhibition space and, in refusing an order, shall be under no obligation to provide the Exhibitor with any reason for such refusal.

2.4 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Company and the Exhibitor.

2.5 The Contract constitutes the entire agreement between the parties. The Company's employees and/or agents are not authorised to make any representations concerning allocation of exhibition space unless confirmed by the Company in writing. In entering into the Contract the Exhibitor acknowledges that it does not and has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the exhibition space. They shall not form part of the Contract or any other contract between the Company and the Exhibitor, and waives any claim for breach of, any subsequent representations which are not so confirmed.

2.6 Any advice or recommendation given by the Company or its employees or agents which is not confirmed in writing by the Company is followed or acted upon entirely at the Exhibitor's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

2.7 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without liability on the part of the Company.

2.8 These Conditions apply to the Contract to the exclusion of any other terms that the Exhibitor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**3. PRICE**

3.1 The price for allocation of exhibition space shall be the Company's quoted price. All prices quoted are valid for thirty days only or until earlier acceptance by the Exhibitor after which time they may be altered by the Company without giving notice to the Exhibitor. Any quotation given by the Company shall not constitute an offer.

3.2 The Company reserves the right, by giving notice to the Exhibitor at any time prior to commencement of the exhibition, to increase the price of allocated space to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company.

3.3 Except as otherwise stated under the terms of any quotation of the Company, and unless otherwise agreed in writing between the Company and the Exhibitor, all prices given by the Company will include the cost of heating, lighting and cleaning of communal and any car parking areas.

3.4 The price will not include any special requirements of the Exhibitor in respect of connections to services, provision of interior or exterior fittings and displays, sign writing, insurance of exhibits, cleaning of exhibits, the provision of loading and handling of exhibits during the preparatory and dismantling period, provisional facilities for the storage of empty packing cases during the exhibition, provision of night sheets, provision of floral decorations, furniture and any other special requirements of the Exhibitor for the provision of which the Company reserves the right to levy an additional charge at the Company's standard rates, such costs to be payable by the Exhibitor.

**4 TERMS OF PAYMENT**

4.1 Subject to terms agreed between the Company and the Exhibitor, the following terms of payment shall apply:

4.1.1 A deposit to the value of 25% of the total Contract price must be paid by the Exhibitor to the company twelve weeks prior to the exhibition date.

4.1.2 The balance of the charges due must be paid by the Exhibitor to the Company eight weeks prior to the exhibition.

4.2 The Exhibitor shall pay the charges to the Company in full and cleared funds to a bank account nominated in writing by the Company. Time for payment shall be of the essence of the Contract.

4.3 All amounts payable by the Exhibitor under the contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Exhibitor, the Exhibitor shall, in receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

4.4 The Exhibitor shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Exhibitor shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may, without limiting its other rights or remedies, set off any amount owing to it or any member of its group by the Exhibitor against any amount payable by the Company to the Exhibitor.

4.5 If the Exhibitor fails to make any payment in accordance with these Conditions then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract.

4.5.1 In the event that the Company decides to cancel the Contract all monies due under this Contract shall become due and payable as set out in section 4.

**5 RISK**

5.1 The Company shall not be liable to the Exhibitor or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the contract, if a delay or failure is due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control;

- 5.1.1 Act of god, explosion, flood, tempest, fire or accident;
- 5.1.2 War or threat of war, sabotage, civil disturbance or requisition;

5.1.3 Acts, restrictions, regulations, bylaws, prohibitions or measures of any kind on the part of any government of parliamentary local authority;

5.1.4 Import or export regulations or embargoes;

5.1.5 Strikes, lockouts or other industrial action or trade dispute (whether involving employees of the company or of a third party);

5.1.6 Difficulties in obtaining material, labour, fuel, parts or machinery; or

5.1.7 Power failure or breakdown in machinery.

5.2 The Exhibitor agrees and undertakes to take and maintain adequate insurance in respect of all his exhibits and all associated ancillary equipment and materials for the duration of the Contract.

5.3 Subject to clause 5.5, and unless caused by negligence of the Company its servants, employees or agents, the Company shall not be responsible for any personal injury caused to the Exhibitor or his servants, invitees, or licensees and the Company shall not be liable to the Exhibitor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Contract a deliberate breach of the Contract by the Company, its employees, agents or subcontractors including loss or damage to exhibits or other property of the Exhibitor his servants, agents, invitees or licensees. The Exhibitor therefore agrees that he will secure adequate insurance in this respect and will indemnify the Company against all loss, damage, costs, claims and expenses awarded against or incurred by the Company in connection with any claim arising hereunder.

5.4 Save as provided for in clause 7.2 of these Terms and Conditions the Company accepts no liability for expenditure and losses that may be incurred by an Exhibitor in the event of the exhibition being abandoned, cancelled or suspended in whole or in part. Exhibitors are therefore advised to insure against such expenditure.

5.5 Nothing in these Conditions shall limit or exclude the Company's liability for:

5.5.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

5.5.2 fraud or fraudulent misrepresentation; or

5.5.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

5.6 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

5.7 This clause 5 shall survive termination of the Contract.

**6 EXHIBITOR'S OBLIGATIONS**

6.1 The Exhibitor shall:

6.2.1 ensure that the terms of its order and any information it provides to the Company is complete and accurate in all respects;

6.2.2 co-operate with the Company in all matters relating to the provision of exhibition space; and

6.2.3 obtain and maintain all necessary licences, permissions and consents which may be required by it in respect of the exhibition.

**7 NON COMPLIANCE WITH REGULATIONS OR BREACH OF CONTRACT**

7.1 If, during the course of an exhibition an Exhibitor fails to observe and/or perform any of the provisions of the Contract then, the Company shall have the right to terminate the Contract forthwith by written notice to that effect.

7.2 In the event that the Company exercises its rights in respect of this clause then:

7.2.1 All fees paid by the Exhibitor shall be forfeited and retained by the Company, and the Exhibitor shall indemnify the Company in respect of all costs, losses, claims and damages or expenses (including any consequential loss or damage) incurred as a result of such breach; and

7.2.2 The exhibits of the Exhibitor shall be removed from the exhibition premises at a time to be stated by the company and, thereafter, the Exhibitor, his servants and agents shall not be entitled to access thereto or to the Exhibition. The Company shall be entitled, if necessary to remove and despatch the said exhibits and property (at the risk of the Exhibitor) to the address of the Exhibitor stated on the Contract.

**8 NON COMPLIANCE WITH REGULATIONS OR BREACH OF CONTRACT**

8.1 The Company shall use reasonable endeavours to ensure that the exhibition commences on the agreed date and, thereafter, proceed without interruption to the extent it is able. The Company does, however, reserve the right to cancel, redesign, hold on a lesser scale, postpone, interrupt or prematurely conclude the exhibition for whatever reason if in the opinion of the Company it becomes reasonably necessary to do so.

8.2 In the event that the Company does so have to cancel or otherwise alter the exhibition in accordance with clause 7.1 of these Conditions then, the Company shall be entitled to retain monies paid under the Contract. The parties agree that the Company shall have no further liability to the Exhibitor under the terms of this clause.

**9 CANCELLATION BY THE EXHIBITOR**

9 In the event that the Exhibitor decides to cancel the Contract the Exhibitor must notify the Company in writing. If notification is received by the company not less than eight weeks prior to the exhibition a full refund will be issued to the exhibitor. Less than eight weeks prior to the exhibition all monies will remain payable as set out in section 4 and no refund issued.

**10 STAND/ALLOCATED SPACE**

**10.1 Occupation and completion of site.**

10.1.1 The Company will endeavour to ensure that the Exhibitor is notified in advance of the dates and times at which access to the exhibition site will be allowed.

10.1.2 The Exhibitor is responsible for ensuring that his exhibit will be ready for the exhibition and all his exhibits installed and operational prior to the opening of the exhibition.

10.1.3 Access to the exhibition site for the purposes of preparing his stand/exhibition will not be granted to the Exhibitor at any times other than those stated by the Company.

10.1.4 The Exhibitor shall be prevented from gaining access to the exhibition site in the event that any payments under the Contract remain outstanding.

**10.2 General provisions**

10.2.1 Exhibitors are responsible for their own stand design and construction. All stands erected are subject to approval by the Company who reserve the right to refuse permission for any stand design that it considers to be unsuitable or not to be in the interests of the exhibition.

**10.3 Maintenance of stands**

10.3.1 The Exhibitor must ensure that his stand and all exhibits are kept clean and tidy throughout the exhibition.

10.3.2 Aisles must be kept unobstructed at all times and no stands may exceed their allotted space without prior written permission of the Company. In the event that aisles are obstructed by the Exhibitor then, the Company shall request the Exhibitor to remove the obstruction forthwith and, if the Exhibitor fails to act accordingly then, the Company reserves the right to remove and dispose of the obstruction in any manner that it thinks fit and, may recover the costs of doing so from the Exhibitor.

10.3.3 Long runs of walling along open perimeters of stands and large enclosed areas within the stand will only be permitted with the prior written consent of the Company.

10.3.4 Any item or display attached to the Exhibitor's stand must not project over the frontage of space taken by the Exhibitor.

10.3.5 The Company may, at the expense of the Exhibitor, remove or alter anything on the forming part of any stand if, in its opinion, it is desirable to do so in the interests of the exhibition.

10.3.6 The Exhibitor may not attach anything to the floor or any other part of the exhibition venue without first obtaining the written consent of the Company.

10.3.7 Mobile display units will only be accepted at the Company's discretion and will always be subject to suitable sites being available.

10.3.8 The parties acknowledge that the landlords of the exhibition halls or sites will be responsible for the basic cleaning of all stands i.e. the removal of rubbish and cleaning of halls etc and it is not the responsibility of the Company. If any special cleaning is required then it will be the responsibility of the Exhibitor.

10.3.9 The Exhibitor shall ensure that the exhibits on his stand remain in place throughout the course of the exhibition. If the Exhibitor removes his stand before the end of the exhibition the Company shall have the right to terminate any other contracts the Company may have entered into with the Exhibitor for future exhibitions in accordance with clause 6 above.

**10.4 Service connections**

10.4.1 The Exhibitor or any contractor, servant, agent, licensee or invitee of the Exhibitor must not interfere with any installations once approved by the electrical contractor.

10.4.2 It is the responsibility of the Exhibitor to ensure that all of its electrical equipment has been tested by a qualified electrician before it is utilised at the exhibition. Equipment that has not been appropriately tested must not be used for the exhibit.

10.4.3 The Exhibitor acknowledges that he is solely responsible for all electrical work, installations and equipment utilised by it for the purposes of its exhibition and to indemnify the Company in respect of any actions, proceedings, costs, claims, and damages made against or incurred by the company

- and arising by virtue of any use of electricity by the Exhibitor that is not installed or approved by the official electrical contractor.
- 10.4.4 In the event that an illuminated fascia board is utilised on any stand, the lighting thereof shall be of such power as to light the fascia board only and must not cause any spillage of light on to neighbouring stands. No flashing lights will be permitted and the Company reserves the right to disconnect the electrical supply to any illuminated fascia, which, in its opinion, may cause a nuisance to any other Exhibitor.
- 10.4.5 Any Exhibitor requiring electricity must order it no later than 14 days prior to the exhibition date. The Exhibitor acknowledges that an electricity supply cannot be guaranteed at the event if not pre-ordered and may be subject to a 50% surcharge.
- 10.4.6 The Exhibitor is responsible for any of the Company's equipment which is used on the stand and if such equipment is not returned to the Company or their agent the Exhibitor will be responsible for the replacement or repair cost.
- 10.4.7 Any contractors or sub-contractors of the Exhibitors must hold, take out and maintain a minimum of £2,000,000 public liability insurance – a copy of the current certificate should be held by the Exhibitor and also a copy passed on to the Company. The Company reserves the right to request proof of payment of insurance.
- 10.5 **Dismantling of stands**
- 10.5.1 The Company shall advise the Exhibitor of the date and time by which the Exhibitor's stand must be dismantled and removed from the exhibition site. If this date and time is not complied to, the Exhibitor will be liable for a fine by the venue, which shall be payable by the Exhibitor.
- 11 **CONDUCT OF EXHIBITORS**
- 11.1 It is the responsibility of the Exhibitor to ensure that his stand is open to view and staffed by competent representatives during exhibition hours. In the event of any exhibitor failing to open his stand or uncover his exhibits without any liability to the Exhibitor, the Company may do so or, also without any liability to the Exhibitor, may arrange for the stand and exhibits to be removed and may recover the expenses of doing so from the Exhibitor.
- 11.2 Each Exhibitor and all persons accompanying the Exhibitor at the exhibition must conduct themselves in such manner so as to avoid causing any nuisance or disturbance to any other person at the exhibition. Any person who does not comply with this clause shall be liable, at the discretion of the Company, to be removed from the exhibition building and/or be refused re-admission during the period of exhibition.
- 11.3 Exhibitors shall not sell, tout, distribute or display goods advertising or samples in the aisles or elsewhere other than from the Exhibitor's stand.
- 11.4 Exhibitors must not obstruct any fire doors whilst the exhibition premises are in use or obstruct any corridors giving access to the premises except with the Company's permission.
- 11.5 No publicity or promotional material may be left on Exhibitor's vehicles or other vehicles in car parks, overnight camping areas or distributed outside of the Exhibitor's stand area. All promotional material displayed on the stand must be relevant to the Exhibitor's business and must, in the opinion of the Company, be of good taste.
- 11.6 Exhibitors wishing to use any form of amplification on their stand must submit details to the Company for its approval at least 20 days prior to the exhibition. The Company reserves the right to refuse any amplification if, in its opinion, it may cause annoyance to other Exhibitors or render the public address system inaudible to visitors within its immediate vicinity.
- 11.7 Use of radios, televisions, cassettes or compact disc players or other similar appliances must be notified to the Company in writing at least 20 days prior to the exhibition. It is the responsibility of the Exhibitor to either inform the Company that he has applied for any appropriate and requisite licences from Performing Rights Society of Phonographic Performance Limited in respect of public use of sound recordings of any kind, or ask the Company to apply for the licence to be applied for at least 6 weeks prior to the commencement of the exhibition.
- 12 **PROTECTION OF EXHIBITS**
- It is the sole responsibility of the Exhibitor to ensure that all exhibits are properly protected so as to avoid danger to any person or persons visiting or taking part in the Exhibition. The Exhibitor shall indemnify the Company against any claim or action on account of any injury/death or damage being caused or occasioned by any exhibit to any person whatsoever.
- 13 **ATTRactions AND FEATURES**
- The Company reserve the right to change, amend or substitute any attractions contained in any prospectus or other publicity material and also to change, amend or substitute the exits and entrances from those shown on the site plan.
- 14 **COMPLIANCE WITH RELEVANT STATUTE AND REGULATION**
- It is the Exhibitor's responsibility to ensure that his attendance and involvement in the exhibition will not contravene any applicable statute or other regulation.
- 15 **ALTERATION OF ALLOCATED SPACE**
- 15.1 The Company reserves the right at any time and from time to time to make such alterations in the ground plan of the Exhibition as may, in its opinion, be necessary in the best interests of the exhibition and, to alter the shape, size or position of the space allotted to an exhibitor. If as a result of any such alteration by the Company, the space allotted to an Exhibitor should be reduced, an appropriate allowance will be made to the Exhibitor by adjustment of fee. No alteration of the space allotted will be made in such ways as to impose on the exhibitor any greater liability for fees than that undertaken by the Contract.
- 15.2 The Company reserves the right to transfer an Exhibitor to an alternative site that, in the opinion of the Company is suitable for that Exhibitor's needs.
- 16 **RELATIONSHIP BETWEEN THE PARTIES**
- The Contract between the Exhibitor and the Company constitutes a licence to exhibit and is personal between the parties. The Exhibitor, therefore, shall not be entitled to assign the Contract, sub-let or part with his site or stand or any portion of it without prior written consent from the company, no name other than that of the Company or firm which entered into the Contract with the Company may be displayed on the site or stand.
- 17 **ADMISSION TO THE EXHIBITION**
- 17.1 The Company reserves the right at its absolute discretion to refuse any person admission to the exhibition.
- 17.2 The Company will issue official tickets of admission and no other form of admission tickets will be valid.
- 17.3 No Exhibitor, or his staff, contractors or workmen etc will be admitted to the exhibition without first producing to the gate officials the appropriate Exhibitor's pass issued to them by the Company. Exhibition passes are non-transferable.
- 17.4 The Company reserves the right at its absolute discretion to withdraw any pass issued to any person if complaints have been received about that person's conduct.
- 18 **DAMAGE TO BUILDINGS**
- 18.1 The Exhibitor shall not cause or permit any damage to be occasioned to the exhibition buildings or any part thereof or to any of the fixtures and fittings therein other than those belonging to the Exhibitor. In addition, the Exhibitor shall not alter or interfere with the structure of the exhibition buildings without obtaining prior written consent of the company and, shall make good any damage occasioned to the building during the occupation of the site and shall indemnify the Company in respect of any costs or damages claimed against the Company by the owner of the exhibition site or any third party.
- 19 **FIRE RISK AND SAFETY**
- 19.1 The Exhibitor shall not act in such a manner so as to jeopardise or officiate any policy of insurance effective by the Company or owner of the exhibition site or arena.
- 19.2 In the event that the nature of an Exhibitor's exhibition is such that it results in a loading of any insurance premium of the company or owner then, the Exhibitor shall be responsible for payment of the extra premium.
- 19.3 **Fireproofing**
- It is the responsibility of the Exhibitor to ensure that, where applicable, all exhibits are made from fire proof materials and installed to the satisfaction of the fire officer in attendance at the exhibition.
- 19.4 **Dangerous substances and naked flames**
- Explosives, radio active, highly flammable or other dangerous substances may not be exhibited or brought into the exhibition area nor may any naked lights or lamps be used during the period of exhibition or the periods of setting up and dismantling the stands without the Exhibitor first receiving the prior written consent of the Company.
- 20 **OPERATING MACHINERY OR EXHIBITS**
- 20.1 Any moving machinery must be installed at the expense of the Exhibitor in such a manner to the responsible satisfaction of the Company and owners of the exhibition venue (and must be approved in writing by the Company before installation). The Company reserves the right to refuse the Exhibitor use of any machinery that, in the absolute discretion of the Company, is considered to be dangerous, too noisy, or liable to cause annoyance to any other Exhibitors or visitors.
- 20.2 The Exhibitor may not exhibit any motors, engines, furnaces, contrivances or power driven machinery without the proper written permission of the Company who shall require the exhibits to be adequately protected against fire risk and shall be subject to inspection by the fire and safety officer. The Company reserves the right to prevent the Exhibitor to show or use any such machinery that, in its absolute discretion, the company considers to be of a nature likely to cause danger, annoyance or inconvenience to any other Exhibitor or visitor.
- 20.3 The Exhibitor shall indemnify the Company against any claims, losses, damages and any actions brought against the Company in respect of any machinery exhibited by the Exhibitor or visitor.
- 21 **DIRECTION SIGNS**
- The Company reserves the right to affix stand numbers or direction signs in any position.
- 22 **SOLE RIGHTS**
- It is not the Company's policy to grant sole rights to any one Exhibitor. However, the Company may in the interests of the exhibition and at its absolute sole discretion, agree not to allow duplication of exhibits.
- 23 **AUDIO VISUAL EQUIPMENT**
- Audio visual or sound equipment or amplifiers may not be used without the written consent of the Company. In the event that consent to use such equipment is forthcoming, then, any equipment used or any seating arrangements, for viewing, must be in accordance with the requirements of the Company and any other relevant parties.
- 24 **PUBLIC PERFORMANCE**
- 24.1 The Exhibitor undertakes to obtain all rights and licences required for the use and the public performance of copyright material at the exhibition, and, the Exhibitor will indemnify the Company against all and any losses, liability damages, costs and expenses suffered or incurred by the Company as a result of any unauthorised use or public performance of any copyright material.
- 24.2 Failure to provide satisfactory evidence to the Company that the Exhibitor is entitled to broadcast or perform copyright material at the exhibition will entitle the Company to request the Exhibitor to remove all audio visual and sound equipment from the exhibition and, in the event that the Exhibitor fails to so remove the equipment, shall entitle the Company to remove the equipment itself and recover the cost of doing so from the Exhibitor.
- 25 **OFFICIAL PROGRAMME**
- An official programme will be issued in respect of the exhibition. The Company does not accept any responsibility for any omissions, misquotations or other errors, which may occur in the compilation of the programme.
- 26 **PHOTOGRAPHS**
- Stands or articles may be photographed, drawn, copied or reproduced only with the permission of the Company.
- 27 **BANKRUPTCY OR LIQUIDATION**
- 27.1 This clause applies if:
- 27.1.1 The Exhibitor makes any voluntary arrangements with its creditors or becomes subject to an administrative order or (being an individual or firm) becomes bankrupt or (being a Company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 27.1.2 An encumbrance takes possession, or receivers are appointed, of any of the property or assets of the Exhibitor; or
- 27.1.3 The Exhibitor ceases, or threatens to cease or carry on business; or
- 27.1.4 The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Exhibitor and notifies the exhibitor accordingly.
- 27.2 Where this clause 27 applies, the Company shall without prejudice to any other right or remedy available to the Company be entitled to cancel the Contract without any liability to the company and all fees paid under the Contract shall be forfeited by the Exhibitor and the balance of the whole of the Contract fee shall become immediately payable by the Exhibitor to the Company.
- 28 **TERMINATION**
- Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Exhibitor if the Exhibitor fails to pay any amount due under this Contract on the due date for payment.
- 29 **CONSEQUENCES OF TERMINATION**
- 29.1 On termination of the Contract for any reason:
- 29.1.1 The Exhibitor shall immediately pay to the Company all of the Company's outstanding unpaid invoices and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Exhibitor immediately on receipt; the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 29.1.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 30 **VACATION OF THE VENUE**
- The Exhibitor must vacate the exhibition site and ensure that their stand is cleared by the time stated on the set up information either found on the trade website [www.warners-shows.co.uk](http://www.warners-shows.co.uk) or sent prior to the show for those without internet access. (To be checked with an Organiser if not sure.) Failure to do so will result in a fine levied by the venue which is payable by the Exhibitor.
- 31 **PATENTS AND COPYRIGHTS**
- The Company will not be liable for any losses or damages the Exhibitor may sustain in respect of any infringement of a copyright or patent arising out of his participation in the exhibition.
- 32 **RIGHTS OF THE COMPANY AND THE LANDLORDS OF THE EXHIBITION HALLS**
- The Company and the landlords of the exhibition halls and those authorised by them respectively shall have the right to enter the exhibition premises at any time to execute works, repairs and alterations to the exhibition hall although, in doing so, shall make good any damage occasioned to any Exhibitor's stand and shall carry out such repairs and alterations in such a manner as to cause as little inconvenience to an Exhibitor as possible.
- 33 **COMPETITIONS**
- No competition or lotteries etc may be held without the prior written consent of the Company.
- 34 **NOTICES**
- Any notices to be given to an Exhibitor shall be deemed to have been properly served if handed to him personally or if affixed to any part of his stand.
- 35 **GENERAL**
- If any provision of these Conditions is held by any court or competent authority to be invalid or unenforceable in whole or in part, the validity of the provision of these Conditions and the remainder of the provision in question shall not be affected thereby. If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable. That provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 36.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 36.2 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 36.3 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture or any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 36.4 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 36.5 The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.